

October 30, 2006

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ROXANN M. PARKER
STATE CONTRACT PROCUREMENT OFFICER II
302-857-4555

SUBJECT: **AWARD NOTICE #1 – Effective Nov. 1, 2009**
CONTRACT NO. 07-442A-RH
INTERNET SERVICE PROVIDER

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KEY CONTRACT INFORMATION

1. **MANDATORY USE CONTRACT:**

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. **CONTRACT PERIOD:**

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Each contractor's contract shall be valid for a two (2) year period November 1, 2007 through October 31, 2009. Each contract may be renewed for two (2) additional one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for an additional year and is now in effect through October 31, 2010.

3. **VENDORS:**

Internap Network Services
2553 Dulles View Dr. Suite 220
Herndon, VA 20171

XO Communications Services, Inc.
555 North Lane
Conshohocken, PA 19428

4. **PRICING:**

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Prices and/or rates shall remain firm for the term of the contract, unless further negotiations are deemed necessary by the State.

For system pricing please contact Colleen Gause, DTI, at 739-9644.

5. **PRICE ADJUSTMENT:**

If agreement is reached to extend this contract for the second, optional year, the Division of Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used,

any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

7. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

ADDITIONAL TERMS AND CONDITIONS

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8. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

9. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

10. **REQUIREMENTS:**

Types of Service

Vendors must supply prices for all equipment and unlimited, unmetered Internet Access via the high speed connection selected by the State of Delaware, Government Support Services.

Vendors shall supply prices for unlimited, unmetered Internet access via dial-up voice telephone lines. Access must use full Point to Point Protocol (PPP) with the ability to also support Multi-link PPP connections. Internet service must be able to send and receive E-

REQUIREMENTS (CONTINUED)

Vendors shall supply prices for unlimited, unmetered Internet access via dial-up voice telephone lines. Access must use full Point to Point Protocol (PPP) with the ability to also support Multi-link PPP connections. Internet service must be able to send and receive E-mail, FTP transfers, access UseNet and all other Internet services. All security features of the supplied programs must not be compromised by the ISP in any way.

Internet Connection

Primary Internet access should be supplied to the Switch and Data center located at 401 N. Broad Street, Suite 990 Philadelphia, Pennsylvania. The state requests an RJ-45 100Mb or multimode fiber 1000 Mb hand-off directly to ISP backbone routers, however, vendors may propose other alternatives if they feel it will be advantageous for the state.

Additional connections terminated at 801 Silver Lake Blvd, Dover, Delaware may be selected.

Remote Service Additional Option: Vendors shall supply prices for unlimited, unmetered access to 167.21/16 via dial-up voice telephone lines. Access must use full Point to Point Protocol (PPP) and be compatible with V.90 & V.92 standards. This service is limited to 167.21/16 for all ports and protocols. No Internet service, E-mail, FTP transfers, access UseNet permitted. All security features of the supplied programs must not be compromised by the ISP in any way.

Customer Service and Support

Since the majority of clients seeking Internet access through this RFP will be State organizations including schools, it is imperative that access to the Internet be as uninterrupted as possible. Should any service loss or problems occur, a service representative of the ISP should be available immediately to begin work on resolving the problem.

The contractor shall have available one or more individuals to the client as a full time customer service representative for the duration of the contract. These individuals shall be dedicated to providing services under the contract which include, but are not limited to operational and billing problem resolution, product and technical information, etc.

Provider Infrastructure Qualifications

The Vendor must qualify by providing connection(s) as a Tier One Internet Service Provider. Specific information describing peering points, the ISP's definition of peering and additional major ISP network connections is requested. For reference, the State's definition of a Tier One ISP is as follows:

REQUIREMENTS (CONTINUED)

A Tier One backbone provider operates a global and/or national Internet network with a capacity of at least OC-192 carrying traffic that is exchanged at various public National Access Points (NAPs) and through private peering arrangements with other Tier One providers. A Tier One backbone must also maintain a Network Operations Center (NOC) 24 hours a day, seven days a week to manage its network.

Providers must be capable of border gateway protocol (BGP/BGP4), support the existing Class B address space owned by the State and provide IP addressing if necessary to its affiliated organizations. The State does anticipate the need to further deploy and make use of IP v6 addresses within the term of this contract. Responses to this request must therefore include a description of the provider's IP v6 capabilities. The state will also evaluate any overlying I2 services which may be presented as a result of this agreement.

Vendors must provide detailed information outlining the facilities utilized by the ISP. In particular please describe the current backbone network, including bandwidth; names of principal suppliers (e.g., interexchange carriers, fiber optic transport providers, etc.). Contracted bandwidth must be guaranteed across the provider's network. A network diagram detailing this information would be helpful. Please indicate the type of network (i.e., fiber optic, leased copper lines, satellite, cable, etc.) Infrastructure preference will be given to providers who can demonstrate, through the use of network diagrams and other material, detail regarding route diversity and bandwidth. Include the ISP's method of redundancy to be provided for the State connection, details of the hardware and software used to restore a failure of the primary connection, proof that the restoration could be done without human intervention and the amount of time that restoration would take. Internet connectivity must be established in such a way that service is not relying on a single point or path.

Trouble Response/Coordination

The contractor must provide a single point of access (remove toll free) or problem reporting and system maintenance that should be accessible 24 hours a day, 7 days a week and staffed at minimum from 8A.M. through 5 P.M. Monday through Friday. The contractor must respond to trouble reports within 5 minutes of notification by telephone. The Department of Technology and Information will list three individuals that will have the authority to escalate trouble reports within the ISP. Escalated trouble reports will require immediate response from the ISP. For the purposes of definition, a "response" is considered to be the actual physical process of resolving the problem and not merely the process of taking the report for later action. A verbal report of trouble clearance shall be furnished to the client as soon as possible, but a minimum of within 30 minutes of the trouble clearance.

REQUIREMENTS (CONTINUED)

Network Reliability and Security

The contractor must ensure the reliability and security of the services. Any security features provided within the Internet access software must not be compromised by the ISP service. The ISP must guarantee that all client accounts will remain secure and inviolate.

Downtime for the ISP services should not exceed 2 continuous hours in a 24-hour period due to failure of ISP equipment, software of the ISP connection to the Internet. Repeated instances of downtime on the part of the ISP can result in the client terminating this contract without penalty prior to the expiration date.

11. **HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

12. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

13. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

14. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.